

Community Unit School District 200

Administration & School Service Center



Request for Proposal for Performance Contracting Services

by
Community Unit School District 200
February 10, 2012

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INTRODUCTION

Notice is hereby given that Community Unit School District 200 (CUSD200) requests Proposals for the implementation of a Performance Contract. CUSD 200 is requesting Qualified Providers to propose innovative solutions and Energy Conservation Measures through a guaranteed energy savings contract. These proposals shall include: (a) the implementation of a facility audit, data collection, and other related analyses preliminary to the undertaking of Energy Conservation Measures; (b) the evaluation and recommendation of Energy Conservation Measures; (c) the implementation of one or more Energy Conservation Measures; and (d) the implementation of project monitoring and data collection to verify post-installation energy consumption and energy related operating costs pursuant to 105 ILCS 5/19b-1 *et seq.* This Request for Proposal (RFP) is issued on the following date pursuant to Section 1.4 of Article I 19b which provides for a negotiated procurement.

The District's objectives in issuing this Request for Proposal (RFP) are to provide a competitive means in which to select a single Qualified Provider (state certified guaranteed energy savings company) with whom to negotiate an Energy Services Agreement. The District may elect to implement further improvement measures in future phases, pursuant to the negotiated contract. The Qualified Provider will be selected based solely on the proposal submitted. Modifications to the proposal including pricing for the purpose of selecting the Qualified Provider will not be accepted after the proposal due date. The School District reserves the right to change any component of the proposal after the Qualified Provider has been selected. The cost of preparing a response to this request, including site visits and engineering analysis will not be reimbursed by the School District.

Proposals will be received until 11:00 a.m. on Monday, March 12, 2012 at the Community Unit School District 200, School Service Center, 130 West Park Ave., Wheaton, IL 60189. Sealed proposals will be opened on Monday, March 12, 2012 at 11:01 a.m. at this same location. **Extensions will not be granted.** Proposals are to be sealed and five (5) copies are to be provided.

Written inquiries and/or questions regarding this proposal must be submitted in writing to Tom DeHart (Thomas.DeHart@cusd200.org) by Monday, February 27, 2012. All questions will be answered through one (1) addendum. Email is an acceptable form of written communication.

A mandatory walk through for all Qualified Providers has been scheduled for 9:00 a.m. on Friday, February 17, 2012 at the CUSD 200, School Service Center, 130 W. Park Ave., Wheaton, IL 60189.

The District reserves the right to accept and/or reject any or all proposals or parts thereof.

For questions, please contact Mr. Tom DeHart, Director of Facilities at (630) 393-9690, or Thomas.DeHart@cusd200.org

In accordance with the Illinois School Code Article 5/19B-5, we disclose that Chevron Energy Solutions, Ameresco, and Performance Services participated in the preparation of these specifications.

Date issued: February 10, 2012

PROPOSED PROJECT TIMELINE

Issuance of RFP	February 10, 2012
Mandatory Site Visits	February 17, 2012
Proposals Due	March 12, 2012
Proposals Opened	March 12, 2012
Selection of Qualified Provider	April 11, 2012

This timeline is the proposed project schedule and may be adjusted as necessary during the procurement of services.

Upon selection of a Qualified Provider by the School District, the School District will negotiate and execute the Guaranteed Energy Savings Contract with the selected Qualified Provider.

Please provide five (5) copies. All proposals shall be sealed and received at the following address no later than 11:00 a.m. on March 12, 2012. Send sealed proposals to:

Mr. Bill Farley
Assistant Superintendent for Business Operations
Community Unit School District 200
130 W. Park Ave.
Wheaton, IL 60189

NO EXTENSIONS WILL BE GRANTED

MINIMUM REQUIREMENTS FOR PROPOSAL

- A. Provide comprehensive energy services and innovative solutions for the School District, which may include the installation of energy savings equipment and material. The specific nature of this equipment and material will be left up to the Qualified Provider and may be based upon the Qualified Provider's understanding of the School District's needs.
- B. Provide a more comfortable environment for building occupants. This may include repair or modernization of mechanical, electrical, plumbing, building envelope, environmental systems and classroom, office and/or administrative areas to maximize energy and operational efficiencies. The specific nature of repair or modernization will be left up to the Qualified Provider and may be based upon the Qualified Provider's understanding of the School District's needs.
- C. The Qualified Provider will provide a financial package that will be customized to meet the financial requirements of the School District.
- D. A savings guarantee will be offered as part of the Qualified Provider's proposal in accordance with Article 5/19b-1 et seq. of the Illinois School Code. The savings in energy and operating costs are guaranteed to cover the cost of the program.
- E. Where applicable, the District requires a minimum **annual** guaranteed level of savings approach to the project. If the project does not generate the guaranteed level of savings in any given year, the Qualified Provider will be responsible for reimbursing School District the amount of any shortfall.
- F. Qualified Provider must be able to demonstrate successful implementation of at least five (5) similar performance contracts for school districts within the last three (3) years. It is preferred that the Qualified Provider demonstrate successful implementation of at least ten (10) similar performance contracts for school districts within the last seven (7) years.
- G. If a proposal includes any proprietary data or information that the respondent does not want disclosed to the public, such data or information must be specifically identified as such on every page where it is found. Respondent should be aware that the school district is subject to the Illinois Freedom of Information Act and cannot guarantee that any document provided by a respondent will be considered as exempt from public disclosure under such Act.
- H. Qualified Provider shall provide evidence that it is a "qualified provider" as that term is defined in Section 19b-1.3 of the School Code (105 ILCS 5/19b-1.3) and may provide evidence as to whether it is an accredited Energy Service Provider (ESP) by the National Association of Energy Service Companies (NAESCO) and provide documentation to this fact.

- I. Qualified Provider may provide evidence as to whether it is pre-qualified by the Department of Energy (DOE) and Department of Defense (DOD) as an energy services provider and provide documentation to this fact.
- J. Qualified Provider may provide evidence that it has at least one full-time employee that is LEED® (LEED® Accredited Professional) and provide documentation to this fact.
- K. By submitting a proposal, each Qualified Provider agrees, that if awarded the contract, the Qualified Provider shall conduct, at its own expense, criminal history background checks on all of its employees, agents, volunteers, etc. who will enter School District property. The Qualified Provider shall provide copies of the results of each criminal history background check to the School District. The Qualified Provider shall not allow anyone to work on the contract whose criminal history background check reveals items that would prohibit them from working with children under Illinois law or reveals other criminal conduct or inappropriate behavior which reasonably calls into question such individual's fitness to work with children.
- L. By submitting a proposal, each Qualified Provider agrees that, if awarded the contract, it shall comply with the provisions of the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) and each law identified in Section 19b-15 of the Illinois School Code (105 ILCS 5/10b-15).
- M. By submitting a proposal, each Qualified Provider agrees to furnish a Performance Bond and Labor and Material Payment Bond in the amount of one hundred percent (100%) of the Contract Sum. Owner requires that the bond surety must carry a BEST RATING of A and that the Owner has no objection to the bond surety.
- N. By submitting a proposal, each Qualified Provider agrees to furnish and maintain, at its own expense, insurance covering all operation under the contract, whether performed by Qualified Provider or by its subcontractors, if any, including, without limitation, workers' compensation insurance, employers' liability insurance and commercial general liability insurance. All insurers shall be licensed by the State of Illinois and rated A-Vu or better by A.M. Best or comparable rating service or be an authorized Risk Retention Group acceptable to the School District. At any time following contract award, the Qualified Provider shall submit to the School District certificates of insurance satisfactory of insurance coverage or its policies upon request of the School District. The Qualified Provider shall have its general liability insurance endorsed to provide that the School District, a body politic and corporate, and its Board members, employees, agents, officers, officials and any other entity as may be designated by the School District, are listed as "ADDITIONAL INSURED-OWNERS, LESSEES OR CONTRACTORS" - on a primary basis, without recourse or right of contribution. The Qualified Provider shall require its insurer(s) to submit insurance certificate(s) evidencing coverage maintained by the Qualified Provider indicating that (1) the School District, and it Board member, employees, agents, officers, officials, and such other parties as may be designated by the School District are additional insureds on the general liability insurance and (2) the insurer will provide sixty (60) days prior written notice of a material change,

cancellation, or non-renewal to the Superintendent of the School District. The Qualified Provider shall require any subcontractors under the contract to maintain comparable insurance which shall name the Qualified Provider, the School District inclusive of its Board members, employees, agents, officer, officials and any other entity designated by the School District as *Additional Insureds*. The Qualified Provider will maintain a file of subcontractors' insurance certificates evidencing compliance with these requirements.

- O. By submitting a proposal, each Qualified Provider agrees to release, indemnify and hold harmless the School District, its Board members, employees, agents, officers and officials, from and against any and all liabilities, taxes, tax penalties, interest, losses, penalties, damages and expenses of every kind, nature and character, including costs and attorney fees, arising out of, or relating to, any and all claims, liens, damages to property or person (including death), obligations, actions, suits, judgments, settlements, or causes of action of every kind, nature and character, in connection with or arising out of the negligent acts or omissions of the Qualified Provider or its employees or its subcontractors related to the performance of the work.

The School District is very interested in working with a company of significant financial strength. The following information is requested in order to assess the financial health of the Qualified Provider.

- P. Indicate your firm's Standard & Poor's and Moody's credit ratings and provide supporting documentation.
- Q. Indicate whether your firm has cash on balance sheet equal to or greater than 10 million dollars and provide documentation to this fact.
- R. The School District is very interested in working with a company who has significant experience working on Guaranteed Energy Projects. Indicate your firm's revenue as a percentage of the following:

Equipment and manufacturing_____ %

Service and maintenance_____ %

Bid and spec._____ %

Other_____ %

Guaranteed energy projects_____ %

PROPOSAL CONTENT AND FORMAT

Proposals must be submitted in the format outlined in this section. For each proposal, a checklist will be used in reviewing the proposal to determine if it is complete prior to actual evaluation. The School District reserves the right to eliminate, from further consideration, any proposal deemed to be substantially or materially unresponsive to the requests for information contained herein.

A. Table of Contents

Responses shall include a table of contents properly indicating the section and page numbers of the requested information.

B. Executive Summary

Responses shall include a concise abstract stating the respondent's overview of the project.

C. Company Profile

This section should include the following information on the Qualified Provider:

1. Company name
2. Address
3. Telephone number
4. Fax number
5. Contact person(s) for this project
6. Email address
7. Lead Personnel
 - a. List the Lead Personnel employed by the Qualified Provider involved in this project. Include a resume on each person listing name, title, education, experience, work history, and responsibilities on this project. Identify specifically the type of work performed by each person and for how long. Include the name of the engineer(s) or engineering firm providing the design engineering for the project, including the PE numbers, as well as the PE numbers of all full-time employees of the Qualified Provider, who are registered professional engineers and who will be working on this project.

- b. List key team members and contractors that will be part of your design and installation team.

8. References

- a. List completed Guaranteed Energy Savings Contracts where similar solutions to those proposed for this project have been implemented.

9. Energy Savings Results

- a. Provide a spreadsheet listing each job where the provider has at least one year of reported guaranteed savings. Provide school name, project cost, date guarantee started, guaranteed annual savings, and most recent actual savings.
- b. Shortfalls
 - ◆ The Qualified Provider must include a summary of the reported annual savings for all completed projects. Any projects that did not meet the annual energy guarantee must be listed with an explanation for the shortfall.

10. Litigation

- a. List any projects with schools with which the Qualified Provider has entered into litigation or arbitration during the past five (5) years. Provide a brief summary detailing the litigation/arbitration. Omission of any past litigation may result in disqualification.

D. Technical Approach

Section D should contain the following information about the respondent's technical approach to meet the School District's energy efficiency, operating cost reduction and comfort objectives.

1. Needs and Solutions: Include a "Needs and Solutions" section explaining facility needs and solutions the Qualified Provider recommends for all proposed improvements.
2. Scope of Work: Proposals may include the following improvements and other improvements that the Qualified Provider may choose to offer. Improvements should be listed for the school where the Qualified Provider identifies needs and appropriate solutions.
 - a. Primary focus should be on the following facilities:
 - ◆ Wheaton North High School
 - ◆ Franklin Middle School
 - ◆ Lowell Elementary School

- b. School District retains final approval over the scope of work and all end-use conditions
 - c. Additional solutions may be provided for the remaining schools in the District.
 - d. Solutions to include:
 - ◆ HVAC upgrades and replacements
 - ◆ Control upgrades and replacements
 - ◆ Electrical upgrades and replacements
 - ◆ Plumbing upgrades and replacements
 - ◆ Building envelope repair that improves energy efficiency
 - ◆ Other energy related improvements recommended by Qualified Provider
 - ◆ Other work causally connected to the energy related solutions proposed by the Qualified Provider as required to properly implement the proposed energy related solutions
3. Documentation: For any work where the Qualified Provider will be providing pricing, provide the following documentation for the scope of work being proposed.
- a. Detailed drawings
 - b. Separate from the drawings, provide in Section D of the proposal an Equipment/Material Table providing: manufacturer, type, model, size, and quantity for all equipment provided.
4. Engineering Approach: Describe your firm's approach to the technical design of this project.
5. Energy Engineering: Provide a detailed explanation of how the Qualified Provider intends to calculate energy savings and what types of guarantees will be offered (utility bill analysis, actual measurements and stipulated savings and the cost of each option). Show the actual energy saving calculations and an energy savings contract of the Qualified Provider's recent project.
6. Contractor Selection: Describe the process that the Qualified Provider utilizes to obtain their contractors and what criteria will be used to make the contractor selections.
7. Equipment Selection: Describe the process that the Qualified Provider utilizes to obtain the equipment to be used on the project and specifically what criteria will be used to make equipment selections.

8. Installation Approach: Describe how the Qualified Provider intends to implement the installation phase of the project in terms of approach, priorities, philosophies, timelines, change-orders and commissioning.
9. Commissioning: Describe in detail the commissioning processes that the Qualified Provider intends to utilize to commission the building for the learning environment and energy efficiency. Provide actual documents for past projects where this same approach was utilized.
10. Performance Assurance: Describe in detail the performance assurance processes that the Qualified Provider intends to utilize to insure the building operates at peak performance, both at the completion of the installation phase, and throughout the contract term. Provide actual guaranteed savings reports from past projects where this same approach was utilized showing how both energy and operational savings were calculated.
11. Project Completion: Proposals must include a schedule indicating how the project will be complete for the building to reopen in the fall.
12. Board Policy and Methodology to Adjust for Material Changes: The Board of Education has a policy in place for Energy Management Conservation (4.171). The contract must contain a mutually acceptable clause whereby unanticipated changes in facility use, occupancy, schedule and/or utility rates can be accommodated in a fair manner agreeable to both parties.
13. Additional Information: Supply additional information about the Qualified Provider's technical approach to the project.

E. Financial Aspects

Section E should contain the financial components of the proposed work as identified below:

1. Pricing: Describe in detail the process that the Qualified Provider intends to utilize to obtain the best prices for the School District both initially, and if additional work is required. Explain why this is the best approach.
 - a. In an improvement list, include the firm cost and guaranteed savings amount for all proposed improvements for each facility.
 - b. For each improvement, provide in a spreadsheet the individual labor costs (by labor category for all associated trades), engineering costs, project management costs, material costs (by major equipment category i.e. boiler price, chiller price, air handler price, etc.), general conditions/internal costs, the markup or margin for each improvement, and the total cost for each improvement.

- c. Provide the pricing process for any future work including percentage markup for expected general conditions/internal costs, engineering labor, project management labor and profit markup.
2. Energy Savings: Explain how the Qualified Provider intends to maximize energy savings and the advantage to the Qualified Provider's approach. Include in this proposal, the Qualified Provider's actual Guarantee Energy Savings Contract for the priced improvements along with all corresponding calculation. Note: stipulated annual energy cost increases such as "load creep" shall not be allowed in the calculated energy savings guarantee. The energy savings shall be based solely on the savings achieved versus the base year 2010.
3. Project Funding: Project funding will be developed by the School District after selection of the Qualified Provider.
4. Provide the particulars of your guarantee for energy savings, and if there is any service obligations the School District would have to undertake related to the guarantee for energy services.

F. Maintenance and Training Plan

Describe your firm's capabilities in providing technical training for facility personnel and experience on past projects. Describe your firm's involvement in developing training manuals for facility staff.

G. Contract

1. Type of Contract – The District is authorized to enter into an installment payment contract, lease purchase contract, or financing arrangement using existing funds. The selection of debt instrument will attempt to maximize the benefits of the District's current and long term financial strategies.
2. Terms of Contract – The Qualified Provider will review and or prepare all contractual documentation. In doing so, the successful respondent will also comply with all provisions contained within Article 5/19b of the Illinois School Code (105 ILCS/5).
3. Contract Term – The duration of the contract will be mutually determined between the Qualified Provider and the District based on authorizing legislation, final project scope, and financial factors. No contract shall exceed twenty (20) years in duration.

EVALUATION CRITERIA

Each proposal will be evaluated by examining the following criteria:

1. Experience and qualifications
2. Financial approach and guarantee
3. Technical approach
4. Project management
5. Financial strength of Qualified Provider
6. References
7. Maintenance and training plan
8. Performance guarantees

The District reserves the right to reject any and all proposals and/or waive any informality, irregularity or defect in any or all proposals and to accept that proposal which, in its opinion, is in the best interest of the School District. Any such decision will be final.

All proposals shall be deemed final, conclusive and irrevocable. Once opened, no proposal shall be subject to correction or amendment for any error or miscalculation. No proposal shall be withdrawn without the consent of the School District after the date and time established for their receipt. All proposals shall be valid for a minimum of sixty (60) days after the date established for their receipt. Providers must satisfy themselves, upon examination of these requirements, as to the intent of these requirements. After the submission of the proposal, no complaint or claim that there was any misunderstanding in regard to the proposal will be entertained from any party.

A Bid Bond of 10% of the Total Project Cost is required from a qualified and acceptable surety. If the Qualified Provider refuses to enter into a contract with the School District or fails to furnish the required performance bond hereunder, the amount of the bid bond will be forfeited to the School District as liquidated damages and not as a penalty. Bid bonds or certified checks will be returned to non-successful Qualified Providers within three (3) days following the award decision.

Community Unit School District 200

Administration & School Service Center



GENERAL BID SPECIFICATIONS **(in addition to specific proposal and bid specifications)**

1. Sealed bids

Sealed bids will be received by the Board of Education (hereinafter "Board"), for the purchase of goods/services as set forth in the project Specifications and/or plans, which are attached hereto and incorporated herein.

2. Bid Documents

The bid documents include:

- A. Detailed Bid Specifications
- B. General Bid Specifications
- C. Project Specifications (if any)
- D. Addendum (if any)
- E. Bid Proposal Form
- F. Certification Form/Statement

3. Modification

These documents shall constitute the entire agreement between the parties upon the award of the contract. No change in, addition, or waiver of terms, conditions, and specifications herein shall be binding on the Board unless approved in writing by the Board. Any change, addition, or amendment of the terms shall be tendered in the bid envelope on the alternate proposal form with an explanation of the proposed alternate.

4. Bid Submission

The bid proposal forms shall be submitted to the offices of the Board located at 130 West Park Avenue, Wheaton, IL, 60189. The sealed bid must be submitted on the forms provided within the time frame set forth in the Project Specifications.

5.A. Bid Security – Required Unless Otherwise Specified

Bids should be accompanied by a Bid Bond, Certified Check or Bank Draft in an amount equal to Ten Percent (10%) of the Base Bid as a guarantee that, if award is made, the bidder will sign the agreement and furnish the required bonds within five days or forfeit its bid security.

1. Make the bid security payable to:
Board of Education
Community Unit School District 200
130 West Park Avenue
Wheaton, Illinois 60189
2. The bid security of all except the successful bidder will be returned within five (5) days after the award of the Contract.
3. The bid security of the successful bidder will be returned promptly after the Owner and the accepted bidder have executed the agreement and the required bonds have been received by the Owner.

5.B. PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND
Required Unless Otherwise Specified

Within five (5) days of the date of the Notice of Award, the successful Contractor shall provide a Performance Bond in the full amount of the contract. The Contractor shall pay the cost of the premiums for said Bond and Labor and Material Payment Bond (hereinafter "Bond").

The Bond shall be signed and sealed by an authorized representative of the bonding company and an authorized officer or representative of the Contractor, and a certificate of the authority of those signing the Bond, if not officers, shall be attached thereto.

The Bond shall guarantee the performance of the duties placed on the Contractor by the Prevailing Wage Act, as well as all other duties undertaken by them pursuant to the contract with the Owner, and shall indemnify the Owner from any liability or loss resulting to the Owner from any failure of the Contractor fully to perform each or all of said duties. The Bond shall be deemed to cover all such duties.

The Bond provided shall be placed with a surety company or companies having a policyholders' rating not lower than "A" and a financial rating not lower than "X" in Best's Insurance Guide (current edition). Company must be licensed in the State of Illinois and shall show evidence of same.

6. Withdrawal of Bids

Bidders may withdraw their bids at any time prior to the time specified in the advertisement as the closing time for the receipt of proposals. However, no bidder shall withdraw or cancel its bid for a period of ninety (90) calendar days after advertised closing time for the receipt of bids, nor shall the successful bidder withdraw or cancel or modify its bid after having been notified by the Business Manager that said bid has been accepted by the Board.

Where the contract will require approval by another agency, such as the federal government or State of Illinois, then the bidder shall not withdraw or cancel or modify its bid for a period of one hundred and twenty (120) days after said advertised closing time for the receipt of bids.

7. Change or withdrawal of Bids

A bidder may withdraw or change a bid if written notice of the withdrawal or change is received by the Board before the latest time specified for submission of bids. Any change may be made only by substitution of another bid.

8. Late Bids

Bids received after the time specified in the invitation to bid will not be considered. The method of transmittal of the bid proposal is at bidder's risk of untimely receipt by the Board.

9. Award of Bids

Bids shall be awarded to the lowest responsible bidder meeting the Board's specifications. Also, bid awards may be made by item.

10. Bid Reservations

The Board reserves the right to reject any and all bids or any part thereof, to waive technicalities in the bidding, and to accept the bid deemed most favorable to the interest of the Board after all bids have been examined and evaluated.

11. Title and Risk of Loss

Title to the goods herein described shall not pass until said goods have actually been received by the Board or its consignee, notwithstanding any agreement to the contrary, including, but not by way of limitation, any agreement to pay freight, express, or other transportation or insurance charges. Risk of loss prior to such actual receipt by the Board or its consignee shall be borne by bidder. Nothing herein contained, however, shall be construed to deprive the Board of its interest, or limiting such interest, in the goods herein described prior to such actual receipt.

12. Inspection

All material and workmanship shall be subject to inspection and test by the Board. The Board reserves the right to reject any goods which contain defects in materials or workmanship or which fail to meet the specifications contained herein or bidder's warranties (express or implied). Rejected goods shall be removed at the expense of the bidder, including transportation both ways, promptly after notification of rejection. As to rejected goods, bidder shall bear all costs of inspection and all risk of loss.

13. Payment and Price

Payment of the Board for goods supplied hereunder shall not constitute acceptance thereof if subsequent inspection discloses defects in material or workmanship or a failure to meet the specification contained herein.

Invoices will be paid in accordance with Board Policy.

14. Shipping Instructions

Unless otherwise specified, packages must bear bidder's/Board's order number and bulk containers must also show gross, tare, and net weights and/or quantity. No packaging charge shall be made to the Board unless specified herein. All goods shall be suitably packed and classified to assure the lowest transportation rates consistent with full protection against loss or damage in transit and to meet the carrier's requirements.

15. Deliveries

Time is of the essence. Deliveries shall be made to the Board's receiving area or designated installation site.

16. Rejection and Cancellation

The Board reserves its rights to reject any goods and to cancel all or part of any sale if bidder fails to deliver all or any part of the goods described in the Project specifications in accordance with the terms, conditions, and specifications contained herein. Acceptance of any part of the goods covered by the Project Specifications shall not obligate the Board to accept future shipments nor deprive it of its rights to revoke any of acceptance theretofore given. If bidder ceases to conduct its operations in the ordinary course of business (including inability to meet its obligations as they mature), or if any proceeding under bankruptcy or insolvency laws is brought by or against bidder, or if a receiver for bidder is appointed or applied for, or if any assignment for the benefit of creditors is made by bidder, the Board may cancel this order without liability except for deliveries previously made or for goods covered by the invitation to bid then completed and subsequently delivered in accordance with the terms, conditions, and specifications contained herein.

17. Waivers

The Board's waiver of any breach or failure to enforce any of the terms, conditions, and specifications of the invitation to bid shall not in any way affect, limit, or waive the Board's right thereafter to enforce and compel strict compliance with every term, condition, and specification hereof.

18. Warranties

Bidder makes the following warranties to the Board and users of the goods herein described: (a) It will, at the date of delivery, have good title to any and all goods supplies hereunder, and said goods will be free and clear of any and all liens and encumbrances; (b) Any and all goods supplied hereunder will be of merchantable quality; (c) Any and all goods supplied hereunder will be fit for the particular use intended, will be free from defects, whether patent or conformity with the specifications contained herein. Bidder agrees that the foregoing warranties shall survive acceptance of the goods, and that said warranties shall be in addition to any warranties of additional scope given to the Board by bidder. Bidder shall, at its sole cost and expense, promptly repair or replace to the Board's satisfaction all goods/services received for a period of one year from date of delivery, unless the Project Specifications require a greater warranty period.

19. Patent Infringement

Bidder agrees to indemnify and hold harmless the Board, its successors, assigns, customers, and users of the goods herein described against any and all loss, damage, or injury arising out of a claim or suit for alleged infringement or any letters patent granted by the United States or any foreign

government relating to the goods herein described. Bidder agrees that it will assume the defense of any and all such suits and pay all costs and expenses incidental thereto.

Items must be new and current. Unless otherwise specified in the specifications, all items and commodities must all be new and of the latest model, crop, or manufacture.

20. Alternate Bids

Alternate bids shall not be considered unless provided for in the advertisement and proposal form. An alternate bid shall not become a part of the contract unless approved by the Board in writing upon the award of the bid. If bidding other than specified, alternates offered must be guaranteed equal or better than that originally specified. Burden of proof is on the bidder. Alternate bids should include specifications, brand name, numbers and/or trademark, if any, and any other information pertinent to the identification.

21. Unit and Total Prices

The price for the units specified in the Project Specifications should be clearly shown for each separate item in the space provided on the bid form. Only one unit price should be quoted for each item and this unit price should be according to the unit of measure as shown in the bid invitation. The total price for each item requested should also be shown.

22. Acceptance of Split Award

Every attempt will be made to award orders on all overall low bid basis. However, the right is reserved to split the award if it is in the interest of the Board. If a split award is not acceptable to a bidder, it must be so stated in the bid.

23. Time Price Will Be Firm

It must be stated in the place provided on the bid for the period of time bidder's price will continue to be firm. This period must be at least ninety (90) days after the latest time specified for submission of bids.

24. Delivered Price

Unless otherwise specified in the Project Specifications, **bidder's bid price must be a delivered price, F.O.B. the Board's destination, with all transportation and handling charges paid by the bidder.**

25. Earliest Delivery Time

Bidder must make delivery upon receipt of order unless otherwise specified in the Project Specifications. Bidder must indicate time required for delivery on bid.

26. Maintenance and Repair Services

If the Project Specifications provide that maintenance or repair services must be provided by the successful bidder, each bidder should explain in the bid how the services will be provided (that is, whether by the bidder or through an arrangement with another person or firm).

27. Default

Should bidder fail to fulfill any and/or all terms and conditions of the agreement, it shall forfeit the bid security as well as be subject to any and all other remedies available to Board.

28. Compliance with Laws / Prevailing Wage Rate

The bidder shall at all times observe and comply with all laws, ordinances, regulations and codes of the federal, state, county and other local government agencies, which may in any manner effect the preparation of proposals or the performance of the contract.

All laborers, mechanics and other workers employed on “public works projects” shall be paid no less than the prevailing hourly wage rate determined by the Illinois Department of Labor.

- 28.1** Contractors must assure that all persons employed by Contractor, and all applicants for such employment, will not be discriminated against because of their race, creed, color, sex, handicap or national origin. Contractor must also comply with all rules and regulations of the Illinois Department of Human Rights, Illinois Human Rights Commission and the Equal Employment Opportunity Commission.
- 28.2** It is hereby stipulated that all laborers, workers and mechanics performing work under a contract for a public works project shall not be paid less than the prevailing wage as found by the Illinois Department of Labor or the Board, and that Contractor and all Subcontractors shall in all other respects comply with the Prevailing Wage Act, 820 ILCS 130/.01 et seq. in carrying out work under the contract. If, during the course of work under this contract, the Department of Labor revises the prevailing rate of hourly wages to be paid under this contract for any trade or occupation, the Board will notify Contractor and each Subcontractor of the change in prevailing rate of hourly wages. Contractor shall have the sole responsibility and duty to ensure that the revised prevailing rate of hourly wages is paid by Contractor and all Subcontractors to each worker to whom a revised rate is applicable. Revisions of the prevailing wage as set forth above shall not result in an increase in the Contract Sum. Contractor shall protect, defend, indemnify and hold the Board harmless for any claims or demands made as a result of Contractor's failure to comply with this paragraph.
- 28.3** The Contractor shall comply with all pertinent provisions of the Structural Work Act, 740 ILCS/1 et seq.
- 28.4** The Contractor shall certify that they are not barred from contracting with any unit of state or local government by reason of any violation of bid-rigging or bid-rotating under Article 33 E of the Criminal Code of 1961, as amended on the form attached.
- 28.5** Any Contractor or Subcontractor with 25 or more employees entering into a contract of \$5,000 or more shall further certify that they shall provide a drug-free workplace in full compliance with the Illinois Drug-Free Workplace Act, 30 ILCS 580/1 et seq. on the form attached.
- 28.6** The Contractor shall certify that it has a written Sexual Harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4).
- 29. Interpretation of Contract Documents**

If any bidder contemplating submitting a bid is in doubt as to the true meaning of any part of the specifications or other contract documents, it may submit to the Business Manager a written request for an interpretation thereof. The bidder submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by an addendum duly issued by the Business Manager. A copy of such addendum will be mailed or delivered to each bidder receiving a set of such contract documents and to such other prospective bidders as shall have requested that they be furnished with a copy of each addendum. Failure on the part of the prospective bidder to receive a written interpretation prior to the time of the opening of bids will not be grounds for withdrawal of its bid. Bidders shall acknowledge receipt of each addendum issued in the space provided on the bid form. Oral explanations will not be binding.

30. Order of Precedence of Component Contract Parts

1. General Conditions.
2. Addenda, if any.
3. Special Conditions.
4. Plans or drawings, if any, which may be a part of this contract requirement.
5. Detail Specifications.
6. Standard Specifications of the County, State or Federal Government, if any.
7. Advertisement for Bids.
8. Instructions to Bidders.

31. State Tax

The Board is exempt from paying Illinois Use Tax (35 ILCS 105/3) and sales to the Board are exempt from Illinois Retailer's Occupation Tax (35 ILCS 120/1 et seq).

32. Federal Excise Tax

The Board is exempt from paying Federal Excise Taxes (I.R.S. ch.32, subchapter G, p. 4221).

33. Federal Transportation Tax

In computing transportation costs, bidders should not include any federal transportation tax, because the Board is exempt.

34. INSURANCE:

The Contractor shall provide the Board a certificate verifying that the following insurance coverages are in full force and effect: The Contractor shall provide Workers' Compensation Insurance (statutory limits); Third Party Bond in the amount of at least \$2,500 per employee of the Contractor; Property damage insurance of at least \$250,000 per occurrence; and Bodily damage and personal injury insurance of at least \$1,000,000 per occurrence and \$3,000,000 aggregate through an

insurance carrier duly licensed by the State of Illinois with a Best rating of "A-" or higher. Community Unit School District 200 and its Board of Education must be listed as additional insureds.

CERTIFICATION FORM

**THIS FORM MUST BE SIGNED AND NOTARIZED AND MUST ACCOMPANY THE BID TO
COMMUNITY UNIT SCHOOL DISTRICT 200. THE UNDERSIGNED CERTIFIES THE FOLLOWING:
CERTIFICATE OF ELIGIBILITY TO CONTRACT**

That, pursuant to section 33 E of the Illinois Criminal Code of 1961 as amended, hereby certifies that neither they nor any of their partners, officers, or owners of their business have been convicted in the past five (5) years of the offense of bid-rigging under section 33 E of the Illinois Criminal Code of 1961 as amended; that neither they nor any of their partners, officers or owners have never been convicted of the offense of bid-rotating under section 33E-4 of the Illinois Criminal Code of 1961 as amended; and that neither they nor any of their partners, officers or owners have ever been convicted of bribing or attempting to bribe and officer or an employee of the State of Illinois, or has made an admission of guilt of such conduct which is a matter of record.

PREVAILING WAGE FORM

That they and any subcontractors of the Contractor will, where applicable, comply with prevailing wage rates for DuPage County.

**CERTIFICATE OF COMPLIANCE WITH
ILLINOIS DRUG-FREE WORKPLACE ACT**
(Contractors With 25 or More Employees)

That having 25 or more employees, they do hereby certify pursuant to section 3 of the Illinois Drug-Free Workplace Act (30 ILCS 580/1 et seq.) that they shall provide a drug-free workplace for all employees engaged in the performance of work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act and, further certifies, that they are not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

PUBLIC CONTRACTORS – WRITTEN SEXUAL HARASSMENT POLICY

That said Contractor has a written Sexual Harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4).

Signature _____

Printed Name and Title _____

Company _____

Address _____

City, State, Zip _____

Date _____ Phone _____ Fax _____

Subscribed and sworn to before me

This _____ day of _____ 20____.

NOTARY PUBLIC

CONTRACTOR INFORMATION

**THIS FORM MUST BE COMPLETED AND SIGNED AND ACCOMPANY THE BID
TO COMMUNITY UNIT SCHOOL DISTRICT 200.**

In compliance with Illinois School Code, 105 ILCS 5/10-20.40(b) and (c), as a potential vendor for Community Unit School District 200, please answer yes or no for the following questions:

Minority owned ☐ YES ☐ NO

Female owned ☐ YES ☐ NO

Business owned by persons
with disabilities, as defined
in the Business Enterprise for
Minorities, Females and
Persons with Disabilities Act ☐ YES ☐ NO

Locally owned ☐ YES ☐ NO

Signature _____

Printed Name and Title _____

Company _____

Address _____

City, State, Zip _____

Date _____ Phone _____ Fax _____